DELETED CONTRACT

KMBC 6455 Winchester Ave Kansas City, MO 64133-6409 (816)221-9999

www.kmbc.com

And:

Smart Media Group LLC (VA) 814 King St Ste 400 Alexandria, VA 22314

	·			
	Contract / Re	vision	Alt Ord	er#
	953887	1	078993	361
Product				
MARTIN/AG/R				
Contract Dates	Estimate #			
09/24/12 - 10/01/12	924C01			
Advertiser			Original D	ate / Revision
Martin /R/Attorney Gene	ral		09/21/12	/ 09/21/12
· · · · · · · · · · · · · · · · · · ·	Billing Cycle	Billing	Calendar	Cash/Trade
	EOM/EOC	Broade	ast	Cash
	Station	Accou	nt Executive	Sales Office
	KMBC	Mered	th Thomps	on Eagle-Washingt
	Special Hand	ling		•
	Demographic	ě		
	Adults 35+			
	IDB#	Advert	ser Code	Product Code
	1046	MART		ORDR
	Agency Ref		Advert	iser Ref

Spots/

*[ine	Ch Start Date B	End Date	Description	Start/End Time	Days	Length Week	Rate	Type	Spots	Amount
D	1	KMBC 09/24/12	09/28/12	First News at 6am	6-7am		:30		NM	0	\$0.00
		Class of Time - Pre-	-emptible v	with notice							
D	2	KMBC 09/24/12	09/28/12	Good Morning America	7-9am		:30		NM	0	\$0.00
		Class of Time - Pre-	-emptible \	with notice							
D	3	KMBC 10/01/12	10/01/12	Good Morning America	7-9am		:30		NM	0	\$0.00
		Class of Time - Imm	nediately F	re-emptible without notice							
D	4	KMBC 09/29/12	09/29/12	Sa 6-7a	6-7a		:30		NM	0	\$0.00
63		Class of Time - Pre-	-emptible v	with notice							
D	5	KMBC 09/29/12	09/29/12	News Wknd Sat	7-9am		:30		NM	0	\$0.00
99		Class of Time - Pre-	-emptible \	with notice							
D	6	KMBC 09/30/12	09/30/12	News Wknd Sun	7-9am		:30		NM	0	\$0.00
		Class of Time - Pre-	-emptible \	with notice							
D	7	KMBC 09/24/12	09/28/12	6pm News	6-630pm		:30		NM	0	\$0.00
	Class of Time - Pre-emptible with notice										
D	8	KMBC 10/01/12	10/01/12	6pm News	6-630pm		:30		NM	0	\$0.00
		Class of Time - Imm	nediately F	Pre-emptible without notice							
D	9	KMBC 09/30/12	09/30/12	5pm News Sunday	5-6pm		:30		NM	0	\$0.00
97		Class of Time - Pre-	-emptible \	with notice							
D	10	KMBC 09/24/12	09/28/12	M-F 1035-1105pm	1035-1105pm		:30		NM	0	\$0.00
_		Class of Time - Pre-	-emptible \	with notice			NAME OF THE OWNER OWNER OWNER OF THE OWNER OWNE				
D	11	KMBC 09/25/12	09/27/12	M-F/SU 10pm News	10-1035pm		:30		NM	0	\$0.00
		Class of Time - Pre-	-emptible v	with notice							
D	12	KMBC 09/30/12 (09/30/12	Su 10pm news	10-1030pm		:30		NM	0	\$0.00
V		Class of Time - Pre-	-emptible v	with notice							
D	13	KMBC 09/30/12	09/30/12	SU 1030pm News	1030-11pm		:30		NM	0	\$0.00
D	14	KMBC 09/24/12 (09/28/12	630-7p	630-7pm		:30		NM	0	\$0.00
D	15	KMBC 10/01/12	10/01/12	630-7p	630-7pm		:30		NM	0	\$0.00
		Class of Time - Imm	nediately P	re-emptible without notice							

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Contract Agreement Between: Print Date 09/21/12 Page 2 of 4



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	Contract / Revision	Alt Order #
	953887 /	07899361
Contract Dates	Product	Estimate #
09/24/12 - 10/01/12	MARTIN/AG/R	924C01
Advertiser		Original Date / Revision
Martin /R/Attorney Ge	nera	09/21/12 / 09/21/12

							Spots/				
*Lin	e Ch	Start Date	e End Date	Description	Start/End Time	Days	Length Week	Rate	TypeS	pots	Amount
D 16	6 KMB	C 09/25/12	09/28/12	KATIE COURIC	2-3PM		:30		NM	0	\$0.00
	Class	of Time - Pr	re-emptible	with notice							
D 17	7 KMB	C 09/25/12	09/28/12	5pm News	5-530pm		:30		NM	0	\$0.00
	Class	of Time - Pr	re-emptible	with notice	=						
D 18	3 KMB	C 09/29/12	09/29/12	Sat News @ 5am	5-6am		:30		NM	0	\$0.00
_	Class	of Time - Pr	re-emptible v	with notice							
D 19	9 KMB	09/30/12	09/30/12	Sun News @ 5am	5-6am		:30		NM	0	\$0.00
	Class	of Time - Pr	re-emptible	with notice							
							Totals	5		0	\$0.00

Signature: _	Date:	
3-t-		

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Ad vertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1 BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following prosdcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 1.5th day of each month following that in which prosdcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency repeat, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless oftenvise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agancy, terminates this contract through the effective until after two (2) weeks of procedurating hereunder. If Agancy so terminates this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency, (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges he reunder shall immediately become due and payeble. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (b) Agency may, upon notice to Station, terminate this contract strany time upon material breach by Station. Upon such termination, the Station is only liability shall be to pay as liquidated damages a sum equal to the leaser of the following: (i) the equal nonconcellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation. Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any flability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3 OMISSION OF BROADCAST.

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement sylong remains to be proseduated the prosedual factor of the announcement sylong remains a station shall not be in breach nereof, but Agency shall be entitled to an adjustment as follows: (i) If no part of a scheduled broadcast is made, a later broadcast is be made at a reasonably satisfactory substituted at and time, and if no such time is available, the time changes allocated to the omittee broadcast shall be waives; (ii) If a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to bandel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole dispreton, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such candidates under the promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed can called without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buyor at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station. Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

A GENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole post and exceptes. Agency shall deliver all materials not less than 45 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station at the except program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit auch materials. Station will not be liable for loss on damage to Agency's material or, even if socially delivered to Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency of fagency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

INDEMNIFICATION

Agen by and Advertiser will jointly and severally indemnify and hold harmless Station from and against all daims, demands, debts, obligations or charges (including reasonable attorney fees and dispursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency's notion Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold narmless Agency and Advertiser with respect to all materials furnished by Station. The indemnifies shall promptly notify and cooperate with the indemnifor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred.

This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will broadpast the announcements and programs overed by this contraction the dates and at the approximate hourly times provided on the

fare heren?

(b) The Station shall exercise normal prepautions in handling of property and mail, but assumes no liability for loss or damage to program or pommercis
materials and other property furnished by the Agencytin connection with proad wasts hereunder. The Station will not accept or process mail, correspondence, or telegrane contributions and other property furnished by the Agencytin connection with proad wasts hereunder. The Station will not accept or process mail, correspondence, or telegrane accept
connector with proad desiral except after the prior approval

- (d) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will sot as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Staton shall look initially to Agency for the payment thereof unless and until Agency tails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (avoluting advertising agency commissions), but only to the extent that Advertiser has not therestofore made payment to the Agency thereon, and to the extent that Advertiser has berefore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pleage to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming in solvent; or (ii) after receiving notice (together with a current statement of account) from Station, that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency to the Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the cenefit of any person other than Advertiser, or for a product or service other than that he medion the face hereof.
- This contract contains the entire understanding between the parties, pannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1824, as amended, and with the rules and regulations of the PCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepalid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agendes and Advertisers are encouraged to request a copy of the Station's current political advertising displosure statement.]

CONTRACT



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And:

Smart Media Group LLC (VA) 814 King St Ste 400 Alexandria, VA 22314

		to the control of the		turo et al company	
	Contract / Rev	vision		Alt Order #	
	953887	/		07899361	_
Product					
MARTIN/AG/R					
Contract Dates	Estimate #				
09/24/12 - 10/01/12	924C01				
Advertiser	3		Ori	iginal Date	/ Revision
Martin /R/Attorney Genera	al		C	9/21/12	/ 09/21/12
	Billing Cycle	Billing	Cal	endar	Cash/Trade
	EOM/EOC	Broado	ast		Cash
	Station	Accour	nt E	xecutive	Sales Office
	KMBC	Meredi	th T	hompson	Eagle-Washingt
	Special Handl	ling			
	Demographic				
	Adults 35+				
	IDB#	Adverti	ser	Code	Product Code
	1046	MART			ORDR
	Agency Ref			Advertiser	Ref

Spots/

		Spois/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week	Rate Type:	Spots	Amount
N 1 KMBC 09/24/12 09/28/12 First News at 6am	6-7am	:30	NM	2	\$1,200.00
Class of Time - Pre-emptible with notice Start Date Week: 09/24/12	<u>Rate</u> \$600.00				
N 2 KMBC 09/24/12 09/28/12 Good Morning America	7-9am	:30	NM	3	\$1,350.00
Class of Time - Pre-emptible with notice Start Date Week: 09/24/12	<u>Rate</u> \$450.00				
N 3 KMBC 10/01/12 10/01/12 Good Morning America	7-9am	:30	NM	1	\$350.00
Class of Time - Immediately Pre-emptible without notice Start Date Week: 10/01/12 End Date 10/07/12 Weekdays Spots/Week M 1	<u>Rate</u> \$350.00				
N 4 KMBC 09/29/12 09/29/12 Sa 6-7a	6-7a	:30	NM	1	\$300.00
Class of Time - Pre-emptible with notice Start Date Week: 09/24/12	<u>Rate</u> \$300.00				
N 5 KMBC 09/29/12 09/29/12 News Wknd Sat	7-9am	:30	NM	1	\$300.00
Class of Time - Pre-emptible with notice Start Date Week: 09/24/12	<u>Rate</u> \$300.00				
N 6 KMBC 09/30/12 09/30/12 News Wknd Sun	7-9am	:30	NM	1	\$300.00
Class of Time - Pre-emptible with notice Start Date Week: 09/24/12	<u>Rate</u> \$300.00				
N 7 KMBC 09/24/12 09/28/12 6pm News	6-630pm	:30	NM	2	\$1,650.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/24/12 09/30/12 -1-1 2	<u>Rate</u> \$825.00				
N 8 KMBC 10/01/12 10/01/12 6pm News	6-630pm	:30	NM	1	\$600.00
Class of Time - Immediately Pre-emptible without notice Start Date	Rate				

(* Line Transactions: N = New, E = Edited, D = Deleted)

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27

Totals

\$15,350.00

 Contract Dates
 Product
 Estimate #

 09/24/12 - 10/01/12
 MARTIN/AG/R
 924C01

 Advertiser
 Original Date / Revision

 Martin /R/Attorney Gener:
 09/21/12 / 09/21/12

		Spots/		
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type Spots	Amount
Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 M 1	Rate \$600.00			
N 9 KMBC 09/30/12 09/30/12 5pm News Sunday	5-6pm	:30	NM 1	\$400.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/24/12 09/30/12 5 1	<u>Rate</u> \$400.00			
N 10 KMBC 09/24/12 09/28/12 M-F 1035-1105pm	1035-1105pm	:30	NM 2	\$1,300.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/24/12 09/30/12 1-1 2	<u>Rate</u> \$650.00			
N 11 KMBC 09/25/12 09/27/12 M-F/SU 10pm News	10-1035pm	:30	NM 2	\$3,000.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/24/12 09/30/12 -1-1 2	<u>Rate</u> \$1,500.00			
N 12 KMBC 09/30/12 09/30/12 Su 10pm news	10-1030pm	:30	NM 1	\$1,500.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 09/24/12 09/30/12	\$1,500.00			
D 13 KMBC 09/30/12 09/30/12 SU 1030pm News	1030-11pm	:30	NM 0	\$0.00
D 14 KMBC 09/24/12 09/28/12 630-7p	630-7pm	:30	NM 0	\$0.00
N 15 KMBC 10/01/12 10/01/12 630-7p	630-7pm	:30	NM 1	\$650.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 M 1	<u>Rate</u> \$650.00			
N 16 KMBC 09/25/12 09/28/12 KATIE COURIC	2-3PM	:30	NM 3	\$750.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 09/24/12 09/30/12 -TWTF 3 Spots/Week	<u>Rate</u> \$250.00			
N 17 KMBC 09/25/12 09/28/12 5pm News	5-530pm	:30	NM 2	\$1,400.00
Class of Time - Pre-emptible with notice Start Date	<u>Rate</u> \$700.00			
N 18 KMBC 09/29/12 09/29/12 Sat News @ 5am	5-6am	:30	NM 2	\$200.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 09/24/12 09/30/12S- Spots/Week	<u>Rate</u> \$100.00			
N 19 KMBC 09/30/12 09/30/12 Sun News @ 5am	5-6am	:30	NM 1	\$100.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 09/24/12 09/30/12	<u>Rate</u> \$100.00			

Time Peri	od	# of Spots	Gross Amount	Net Amount
08/27/12	-09/30/12	24	\$13,750.00	\$11,687.50
10/01/12	-10/01/12	3	\$1,600.00	\$1,360.00
Totals		27	\$15,350.00	\$13,047.50

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise

otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict will the above terms and contracts, insertion orders, copy instructions or any correspondence when such conflicts will the above terms and conflicts. For the above terms and conflicts, insertions or the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.

KMBC 6455 Winchester Ave Kansas City, MO 64133-6409 (816)221-9999

www.kmbc.com

	Contract / Revision	Alt Order #	
	953887 /	07899361	
Contract Dates	Product	Estimate #	
09/24/12 - 10/01/12	MARTIN/AG/R	924C01	
Advertiser	To	Original Data / Pavision	

Advertiser	Original Date / Revision				
Martin /R/Attorney Genera	09/21/12 / 09/21/12				

Signature:	Date:	

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for litself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2 TERMINATION

- (a) Unless otherwise specified on the label hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of proadcasting hereunder. If Agency so terminates this contract it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this conteast anytime; (i) upon material breach by Agency, (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telepasts contributed hereunder prior to cancellation by Station.
- (b) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the leaser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation. Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

OMISSION OF BROADCA ST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broad cast here under, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) find part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be walked; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

PREEMPTIONS

Station shall have the right to pancel any broadcast or portion thereof powered by this contract in order to broadcast any program or event which, in the Station is sole discretion, it deems to be of greater public interest or significance. Station may also recepture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equial opportunities" to bertain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not nave to pay Station any charges allocable to the canceled proadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buyor at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole dispretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station. Agency shall be appropriatell continue to pay the full onarge (no credit or refund will be given) but Agency shall be apported another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. A GENCY MATERIAL

All commercial materials (if so specified on the face of this contact, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and excense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays and holidays) in advance of broadcast. All materials furnished by Agency (f) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if some production is prior approval.

If Agency requests within 30 days of last broadcast here under, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIEICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all daims, demands, debts, obligations or charges (including reasonable attorney fees and distursements) which arise out of or result from the broadcast, preparation for proadcast or contemplated broadcast of materials furnished by or on behalf of Agencya notion Advertiser or furnished by Station at Agencya records with selection at Agencya records with a contestion with Agencya or Advertiser or furnished by Station. The indemnities and promotity notify and cooperate with the indemnitor with respect to any old im. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequents I damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions apedrying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will broadpast the announdements and programs covered by this contraction the dates and at the approximate hourly times provided on the

face hereo f.

(b)	The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commen	7=
materials and other property furni	shed by the Agency in connection with proadcasts hereunder. The Station will not accept or process mall, correspondence, or telephone balls in	
por reptor with broad roots event	distance original property.	

- Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof, and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency folia to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not therefore made payment to the Agency thereon, and to the extent that Advertiser has there before made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in denger of becoming in solvent; or (ii) after receiving noting (together with a current statement of a count) from Station that Agency is seriously delinquent under this or any other advertising agreements) between Station and Agency he failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in socordance with the laws of the State of New York, and with the Communications Act of 1834, as amended, and with the rules and regulations of the FCC Issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Faragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agendas and Advertisers are encouraged to request a copy of the Station's current political advertising disdocure statement.]

CONTRACT



www.kmbc.com

And:

Smart Media Group LLC (VA) 814 King St Ste 400 Alexandria, VA 22314

	Contract / Re	vision	Alt Order #	<u> </u>
	953887	1	07899361	
Product				
MARTIN/AG/R				
Contract Dates	Estimate #			1.100
09/24/12 - 10/01/12	924C01			
Advertiser			Original Date	/ Revision
Martin /R/Attorney Ger	neral		09/20/12	/ 09/20/12
	Billing Cycle	Billing	Calendar	Cash/Trade
	EOM/EOC	Broade	cast	Cash
	Station	Accou	nt Executive	Sales Office
	KMBC	Mered	ith Thompson	Eagle-Washing
	Special Hand	ling		
	Demographic			
	Adults 35+			
			22-1479-1	
	IDB#	Advert	iser Code	Product Code
	1046	MART		ORDR
	Agency Ref	1	Advertiser	Ref

Spots/

Start Ch Start Date End Date Description Start First News at 6am 6-7am :30 NM 2 \$1,200.00			Spots/			
Class of Time	*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rat	е Туре	Spots	Amount
N 2 KMBC 09/24/12 09/28/12 Good Morning America 7-9am :30 NM 3 \$1,350.00	N 1 KMBC 09/24/12 09/28/12 First News at 6am	6-7am	:30	NM	2	\$1,200.00
N 2 KMBC 09/24/12 09/30/12 M-W-F 2 \$600.00 N 2 KMBC 09/24/12 09/30/12 Good Morning America 7-9am :30 NM 3 \$1,350.00 Class of Time - Pre-emptible with notice Start Date End Date Meekdays MTWTF 3 \$450.00 N 3 KMBC 09/24/12 09/30/12 09/30/12 MTWTF 3 \$450.00 N 4 KMBC 09/24/12 09/30/12 MTWTF 1 \$300.00 N 4 KMBC 09/24/12 09/30/12 09/29/12 Sa 6-7a 6-7a :30 NM 1 \$300.00 N 4 KMBC 09/29/12 09/29/12 Sa 6-7a 6-7a :30 NM 1 \$300.00 N 5 KMBC 09/24/12 09/29/12 Sa 6-7a 6-7a :30 NM 1 \$300.00 N 5 KMBC 09/24/12 09/29/12 News Wknd Sat 7-9am :30 NM 1 \$300.00 N 5 KMBC 09/24/12 09/29/12 News Wknd Sat 7-9am :30 NM 1 \$300.00 N 6 KMBC 09/30/12 09/30/12 News Wknd Sun 7-9am :30 NM 1 \$300.00 N 6 KMBC 09/30/12 09/30/12 News Wknd Sun 7-9am :30 NM 1 \$300.00 N 6 KMBC 09/24/12 09/30/12 News Wknd Sun 7-9am :30 NM 1 \$300.00 N 6 KMBC 09/24/12 09/30/12 News Wknd Sun 7-9am :30 NM 1 \$300.00 N 6 KMBC 09/24/12 09/30/12 News Wknd Sun 7-9am :30 NM 1 \$300.00 N 7 KMBC 09/24/12 09/30/12 O9/30/12 O9/30/12 Spots/Week Rate Spots/Week Rate Spots/Week Rate Spots/Week Spots/Week Rate S	Class of Time - Pre-emptible with notice					
N 2 KMBC 09/24/12 09/28/12 Good Morning America 7-9am :30						
Class of Time		\$600.00				
N	N 2 KMBC 09/24/12 09/28/12 Good Morning America	7-9am	:30	MM	3	\$1,350.00
Week: 09/24/12 09/30/12 MTWTF 3 \$450.00 N 3 KMBC 10/01/12 Class of Time - Immediately Pre-emptible without notice Start Date Week 10/07/12 Told 10/07/12 Good Morning America Told Told Weekdays Weekdays Spots/Week Sasto.00 Rate Sasto.00 N 4 KMBC 09/29/12 09/29/12 09/29/12 Sa 6-7a 6-7a :30 NM 1 \$300.00 Class of Time - Pre-emptible with notice Start Date Glass of Time - Pre-emptible with notice Start Date End Date Weekdays (09/24/12 09/29/12 News Wknd Sat Tolate Start Date Start Date (09/30/12 News Wknd Sat Tolate Week (09/24/12 09/30/12 News Wknd Sat Tolate Start Date (09/30/12 News Wknd Sat Sato.00) Rate Sato.00 NM 1 \$300.00 N 6 KMBC 09/30/12 09/30/12 09/30/12 News Wknd Sat Start Date Week (09/24/12 09/30/12 News Wknd Sat Start Date Start	ANALYSIS CONTRACTOR OF THE CON	160 Y.S		- 1		
N 3 KMBC 10/01/12				- 1		
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays 10/07/12 Mar 1 \$350.00			Verification with the second s			
N A KMBC 09/29/12 09/29/12 Sa 6-7a 6-7a 30 NM 1 \$300.00		7-9am	:30	NM	1	\$350.00
Week: 10/01/12 10/07/12 M 1 \$350.00 N 4 KMBC 09/29/12 09/29/29/29/29/29/29/29/29/29/29/29/29/29	보고 있는데 보고 있다는데 보고 있다면 보고 있다면 되었다면 보고 있다면 보고 있다면 보고 있다면 보고 있다면 보고 있다면 보고 있다면 하다면 없다면 하다면 하다면 하다면 하다	-				
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Class of Time - Pre-emptible with notice Start Date End Date O9/30/12 O9/30/12 News Wknd Sun T-9am Sand Sun Sand Su				- 1		
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Week: 09/24/12 09/30/12 S 1 \$300.00 N 7 KMBC 09/24/12 09/28/12 6pm News 6-630pm :30 NM 2 \$1,650.00 Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Rate Week: 09/24/12 09/30/12 M-W-F 2 \$825.00		348		1		
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Start Date Week:End Date 09/24/12Weekdays M-W-FSpots/Week 2Rate \$825.00		6-630pm	:30	NM	2	\$1,650.00
Week: 09/24/12 09/30/12 M-W-F 2 \$825.00		Dete		- 1		
N 8 KMBC 10/01/12 10/01/12 6pm News 6-630pm :30 NM ■ 1 \$600.00	N 8 KMBC 10/01/12 10/01/12 6pm News	6-630pm	:30	NM	1	\$600.00
Class of Time - Immediately Pre-emptible without notice		О ОООРП	.50	INIVI	1	φουσ.συ
Start Date End Date Weekdays Spots/Week Rate		Rate		1		

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise

Contract Agreement Between:

www.kmbc.com

Print Date 09/20/12

Page 2 of 5

KMBC 6455 Winchester Ave Kansas City, MO 64133-6409 (816)221-9999

Contract / Revision Alt Order# 953887 07899361 Contract Dates Product Estimate # 09/24/12 - 10/01/12 MARTIN/AG/R 924C01

Advertiser Original Date / Revision 09/20/12 / 09/20/12 Martin /R/Attorney Genera

Spots/

*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type Spots	Amount
Week: 10/01/12 End Date Weekdays Spots/Week 10/07/12 M 1	<u>Rate</u> \$600.00			
N 9 KMBC 09/30/12 09/30/12 5pm News Sunday	5-6pm	:30	NM 1	\$400.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/24/12 09/30/12 5 1	<u>Rate</u> \$400.00			
N 10 KMBC 09/24/12 09/28/12 M-F 1035-1105pm	1035-1105pm	:30	NM 2	\$1,300.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 09/24/12 09/30/12 M-W-F 2 Spots/Week	<u>Rate</u> \$650.00			
N 11 KMBC 09/25/12 09/27/12 M-F/SU 10pm News	10-1035pm	:30	NM 2	\$3,000.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 09/24/12 09/30/12 -1-1 Spots/Week 2	<u>Rate</u> \$1,500.00			
N 12 KMBC 09/30/12 09/30/12 Su 10pm news	10-1030pm	:30	NM 1	\$1,500.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 09/24/12 09/30/125 Spots/Week	Rate \$1,500.00			
D 13 KMBC 09/30/12 09/30/12 SU 1030pm News	1030-11pm	:30	NM 0	\$0.00
D 14 KMBC 09/24/12 09/28/12 630-7p	630-7pm	:30	NM 0	\$0.00
N 15 KMBC 10/01/12 10/01/12 630-7p	630-7pm	:30	NM 1	\$650.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 M 1	<u>Rate</u> \$650.00			
N 16 KMBC 09/25/12 09/28/12 KATIE COURIC	2-3PM	:30	NM 3	\$750.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/24/12 09/30/12 -TwTF 3	<u>Rate</u> \$250.00			
N 17 KMBC 09/25/12 09/28/12 5pm News	5-530pm	:30	NM 2	\$1,400.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 09/24/12 09/30/12 -TwTF 2 Spots/Week	<u>Rate</u> \$700.00			
N 18 KMBC 09/29/12 09/29/12 Sat News @ 5am	5-6am	:30	NM 2	\$200.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 09/24/12 09/30/12S- Spots/Week	<u>Rate</u> \$100.00			
N 19 KMBC 09/30/12 09/30/12 Sun News @ 5am	5-6am	:30	NM 1	\$100.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/24/12 09/30/12S 1	<u>Rate</u> \$100.00			
			The second secon	The second secon

27 \$15,350.00 Totals

Time Period	# of Spots	Gross Amount	Net Amount
08/27/12 -09/30/12	24	\$13,750.00	\$11,687.50
10/01/12 -10/01/12	3	\$1,600.00	\$1,360.00
Totals	27	\$15,350.00	\$13,047.50

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Contract Agreement Between: Print Date 09/20/12 Page 3 of 5

Martin /R/Attorney Genera



www.kmbc.com

	Contract / Revision	Alt Order #
	953887 /	07899361
Contract Dates	Product	Estimate #
09/24/12 - 10/01/12	MARTIN/AG/R	924C01

09/20/12

/ 09/20/12

Signature:	Date:

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby/agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following proadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency yard severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 25 days prior notice provided that, if notice is given by Agency, terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract any time; (i) upon material breach by Agency; (ii) if Station falls to receive timely payment on billing; or (iii) if Advertiser's or Agency's predit is, in Station's reasonable opinion, impaired. Upon such termination, all unosid scorued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telepasts completed hereunder prior to cancellation by Station.
- (b) Agency may, upon notice to Station, terminate this contract any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated demages a sum equal to the leaser of the following: (f) the solutal noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(s) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, isboridispute, restriction imposed by isw or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast here under, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (l) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substituted at and time, and if the interest part, but not all, of a scheduled proadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to bandel any broadbast or portion thereof covered by this contract in order to broadbast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also repatible time previously sold when necessary to comply with its obligations to make available "reasonable appears" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadbast so preempted shall be deemed can calculate rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadbast.

FIXED RATE PURCHASES

Notwithstanding the provisions of Faragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract. Station may preempt at its sole dispretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station. Agency shall continue to pay the full obarge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. A GENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 43 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station at than existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if soccepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast here under, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agen dy and Advertiser will jointly and severally indemnify and hold harmless Station from and against all daims, demands, debts, obligations or charges (including reasonable attorney less and disbursements) which arise out of or result from the broadcast, preparation for proadcast or contemplated broadcast of materials furnished by or on behalf of Agency's notor Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to any old in. The indemnifer a half promptly notify and cooperate with the indemnifor with respect to any old in. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agen by and Station fiereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any ornization of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be help liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contraction the dates and at the approximate hourly times provided on the

face hereoif.

(b) The Station shall exerc	ise normal precautions in handling of prope	ertyand mail, but assumes no liability fo	r loss or damage to program or commercial
materials and other property furnished by the Agency in oc	nnection with prospesses hereunder. The S	Station will not appept or process mail, o	porrespondence, or telephone calls in
connector with proad casts except after its prior approval.			

- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof, and Agency will sot as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all ungaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not therefore made payment to the Agency thereon, and to the extent that Advertiser has there to fore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or strangement purporting to assign or pleage to a third party monies which may be or payment to the Agency or that Agency or that Agency was in danger of becoming in solvent; or (ii) a fier receiving notice (together with a current statement of a count) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be deling to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing fierein contained relating to the payment of cillings by Agency shall be construed so as to relieve Advertiser of or diminish Advertiser's liability for preach of its obligations hereunder. If this contract is with a media buying service, all references need in the Agency will be allowed.
- (d) Agency shall not assign this contract except to another agency which successes to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that has medion the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the Scale nereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general refinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the Scale hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agendes and Advertisers are encouraged to request a copyrof the Station's current political advertising disclosure statement.]